

BEFORE THE  
POSTAL REGULATORY COMMISSION  
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES  
GLOBAL EXPEDITED PACKAGE SERVICES 3 (MC2010-28)  
NEGOTIATED SERVICE AGREEMENTS

Docket No.  
CP2016-13

**MOTION OF THE UNITED STATES POSTAL SERVICE FOR TEMPORARY RELIEF  
AND NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING  
MODIFICATION THREE TO A GLOBAL EXPEDITED PACKAGE SERVICES 3  
NEGOTIATED SERVICE AGREEMENT**  
(February 22, 2017)

The agreement that is the subject of this docket is scheduled to expire on February 28, 2017.<sup>1</sup> On February 14, 2017, the Postal Service filed a successor agreement with the same customer in Docket No. CP2017-127.<sup>2</sup>

Attached to this notice is Modification Three,<sup>3</sup> which the customer and the Postal Service have executed. This modification revises Article 11 and states that the agreement that is the subject of this docket will remain in effect until the sooner of (a) March 31, 2017, (b) the business day after the Postal Regulatory Commission (Commission) concludes its review of the successor agreement if the Commission concludes its review of the successor agreement after March 14, 2017, but before

<sup>1</sup> PRC Order No. 3629, Order Approving Modification Two to Agreement and Denying as Moot Motion for Temporary Relief, Docket No. CP2016-13, November 23, 2016, at 2.

<sup>2</sup> See Notice of United States Postal Service of Filing a Functionally Equivalent Global Expedited Package Services 3 Negotiated Service Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, Docket No. CP2017-127, February 14, 2017.

<sup>3</sup> A redacted version of the modification is filed publicly as Attachment 1, while the unredacted version of the modification is filed under seal. With respect to the nonpublic version of the modification that is filed under seal, the Postal Service hereby incorporates its Application for Non-Public Treatment filed in conjunction with its notice dated October 26, 2015, in this docket. Notice of United States Postal Service of Filing a Functionally Equivalent Global Expedited Package Services 3 Negotiated Service Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, Docket No. CP2016-13, October 26, 2015, Attachment 4.

March 31, 2017, or (c) March 14, 2017, if the Commission concludes its review of the successor agreement by March 14, 2017, unless the agreement that is the subject of this docket is terminated sooner pursuant to Articles 12 or 13.<sup>4</sup>

Thus, the Postal Service requests that the Commission continue to list the agreement that is the subject of this docket on the Mail Classification Schedule, according to the terms set forth in the modification filed today.

Therefore, the Postal Service respectfully requests that the Commission approve a brief extension of the agreement that is the subject of this docket to maintain continuity of pricing and other terms and conditions of the agreement.

Respectfully submitted,

UNITED STATES POSTAL SERVICE  
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February 22, 2017

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<sup>4</sup> The Postal Service acknowledges that the Commission has requested that the Postal Service file a request for an extension of a contract at least one week prior to the contract's expiration date. In this case, the Postal Service filed the successor agreement in Docket No. CP2017-127 on February 14, 2017, and then needed additional time, for a variety of reasons, to prepare the modification included with this filing.

**MODIFICATION THREE TO THE  
GLOBAL CUSTOMIZED MAIL AGREEMENT BETWEEN  
THE UNITED STATES POSTAL SERVICE AND  
[REDACTED]**

This Modification amends the Global Customized Mail Agreement ("Agreement") between [REDACTED] ("Mailer"), with offices at [REDACTED] and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Mailer on October 14, 2015, and signed by the USPS on October 15, 2015, as amended by Modification One to the Agreement, signed by the Mailer on March 24, 2016, and signed by the USPS on March 25, 2016, and as amended by Modification Two to the Agreement, signed by the Mailer and by the USPS on November 21, 2016. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to change the wording of Article 11 of the Agreement.

Article 11 Term of the Agreement shall now read as follows:

**11. Term of the Agreement.** The USPS will notify the Mailer of the Effective Date of the Agreement as soon as possible, but no later than thirty (30) days, after receiving the approval of the entities that have oversight responsibilities for the USPS. The Agreement shall remain in effect until the sooner of: (a) 11:59 p.m. on March 31, 2017, or (b) 11:59 p.m. on the business day after the Postal Regulatory Commission concludes its review of the successor agreement filed in Docket No. CP2017-127, if the Postal Regulatory Commission concludes its review of the successor agreement filed in Docket No. CP2017-127 after March 14, 2017, but before March 31, 2017; or (c) 11:59 p.m. on March 14, 2017, if the Postal Regulatory Commission concludes its review of the successor agreement filed in Docket No. CP2017-127 by March 14, 2017; unless the Agreement is terminated sooner pursuant to Article 12 or Article 13.

All other terms and conditions of the Agreement shall remain in force.

The Mailer acknowledges that the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2016-13). The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Mailer further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which the Agreement is in effect. Each ACR docket number has a distinct docket number, such as ACR201#, in which ACR201# signifies the USPS fiscal year to which the ACR pertains. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website, <http://www.prc.gov/Docs/63/63467/Order225.pdf>.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals (hereinafter "Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the Postal Service to provide the products or services contemplated under this Modification, no obligation shall exist for the USPS and no benefit shall inure to either Party.

In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Mailer prior to the Effective Date of the Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual; special; indirect; incidental; punitive; consequential; or any other damages, which shall include but not be limited to damages for

loss of business profits; business interruption; any other loss; and/or for costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES POSTAL SERVICE:



Signature:

Name:

Donald W Ross

Title:

Director International Sales

Date

2-22-2017

ON BEHALF OF

Signature:

Name:

Title:

Date:



20 FEB, 2017

**Confidential**

USPS  02/2017

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